

**COOPERATIVE FIRE MANAGEMENT AGREEMENT AND STAFFORD ACT RESPONSE
AGREEMENT**

Between

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
UTAH
(Agreement #)**

**NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
(Agreement #)**

**BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE
(Agreement #)**

**BUREAU OF INDIAN AFFAIRS
SOUTHWESTERN REGIONAL OFFICE
(Agreement #)**

**BUREAU OF INDIAN AFFAIRS
NAVAJO REGIONAL OFFICE
(Agreement #)**

**U.S. FISH AND WILDLIFE SERVICE
MOUNTAIN and PRAIRIE REGION
(14-48-60139-08-K004)**

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
INTERMOUNTAIN REGION
(08-FI-11046000-012)**

and

**THE STATE OF UTAH
DIVISION OF FORESTRY, FIRE AND STATE LANDS**

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PURPOSE

This Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is entered into by and between:

- The State of Utah, Division of Forestry, Fire and State Lands, hereinafter called the State; and
- The United States Department of Agriculture Forest Service, through the Regional Forester for Region 4, Intermountain Region, hereinafter called the Forest Service (or USFS); and
- The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter called the Park Service (or NPS); and
- The U.S. Fish and Wildlife Service, Mountain and Prairie Region, hereinafter called Fish and Wildlife Service (or FWS); and
- The United States Department of the Interior, Bureau of Indian Affairs, Western Regional Office, Southwestern Regional Office, and Navajo Regional Office, hereinafter called the BIA; and
- The United States Department of the Interior, Bureau of Land Management, through the State Director for Utah, hereinafter called the BLM.

[The Utah BLM State Office will also represent that portion of the Arizona BLM State Office, namely the AZ strip field office, in matters related to this agreement. The Arizona State Office will be given opportunity to comment and concur on matters affecting the Arizona Strip Field Office. This agreement provides authority and commitment for the Arizona Strip Field Office to cooperate with all other parties to this agreement as described herein.]

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly referred to as the "Federal Agencies."

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies."

The purpose of this Agreement is to document agreement and commitment of the Agencies party to this agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services and funds among the Agencies to this Agreement.

In addition to improving efficiency dealing with wildland fire and related wildland fire management activities, this Agreement facilitates improved coordination regarding other incidents. The National Response Plan (NRP) applies to all Federal Departments and Agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. This Agreement documents the commitment of the Federal Agencies to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities. **Only wildland fire management activities and Presidential declared emergencies and disasters are covered under this Agreement.**

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology developed by National Wildfire Coordinating Group and in the Glossary attached as Exhibit B.

1) Incorporation of exhibits into agreement

The following exhibits are hereby incorporated into this Agreement

Exhibit	Contents
A	Statutory Authorities
B	Glossary of Terms
C	Principal Contacts
D	A sample Annual Operating Plan (AOP) Outline Guide
E	A sample Project and Financial Plan
F	A sample Cost Share Agreement
G	Use and Reimbursement for Stafford Act Shared Resources

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide Annual Operating Plan (AOP). The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in this Agreement (Clause #58 Modifications).

2) Acknowledgement of supplements to the agreement

Statewide and Local AOPs, Project and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3) Hierarchy and precedence for agreements, exhibits, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement
2. Statewide AOP
3. Exhibits to this Agreement
4. Local (or Zone) AOP
5. Project and Financial Plan

RECITALS

1. **Whereas:** State and Private lands, for which the State is responsible for Wildland Fire Protection in Utah, and the Federal lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
2. **Whereas:** The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State maintains a fire protection organization for State and privately-owned lands within the State;
3. **Whereas:** It is to the mutual advantage of the State and the Federal Agencies to coordinate wildland fire mangment activities and cooperative projects for resource protection in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;
4. **Whereas:** It is the intent of the parties hereto that State resources be available to assist in the suppression of wildland fires on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression support, including lands in other other States, Canada, and Mexico;
5. **Whereas:** It is the intent of the parties hereto that Federal resources be available to assist in wildland fire management activities on all State and private lands that the State is committed to protect; and the USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management;
6. **Whereas:** It is to the benefit of all federal, state and local agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under The National Response Plan (NRP). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities;
7. **Whereas:** It has been determined by the Utah Attorney General's Office that the Utah State Division of Forestry, Fire and State Lands has the statutory responsibility to represent the State, Counties and Cities of Utah in all matters pertaining to wildland fire with the Federal Agencies;

INTERAGENCY COOPERATION

1. **Great Basin Coordinating Group (GBCG):** The Great Basin Coordinating Group provides oversight and recommendations for all interagency wildland fire management activities within the Great Basin, which includes the State of Utah, as described in the Great Basin Coordinating Group Charter. It is intended that this Agreement be implemented under the auspices of the GBCG, rather than through individual agencies, to the maximum extent feasible.
2. **The Utah Oversight Committee:** The Utah Oversight Committee consists of the designated representatives of the Agency Administrators (signators of the Agreement) charged with the oversight of the terms and implementation of this Agreement, the interpretation of Agreement language, updating the Agreement as needed, and with the

general oversight of interagency wildland fire management activities within the State of Utah. Actions may include establishing interagency committees and workgroups as needed to accomplish the goals and objectives established by the Agreement.

3. **State/County Relationship:** For the purposes of this agreement, the local, city, and county fire resources in Utah are considered resources of the State. The State will maintain all required agreements with those entities and act as the coordinator for county and/or local fire service entities for the purpose of coordinated wildland fire management services within and beyond the boundaries of the state of Utah.
4. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant.
5. **Annual Operating Plans:** Annual Operating Plans are authorized supplements to this agreement and will be developed at the State and local level. These documents will become part of this agreement and are thereby subject to the terms and conditions of this agreement.
 - A. **Statewide AOP:** The Statewide AOP will identify and establish standard procedures and processes across all Agencies for implementing the terms of this Agreement. The Statewide AOP will be developed and executed annually by March 15. The fire directors of each Agency are authorized to develop and approve the Statewide AOP.
 - B. **Local AOPs:** An annual plan generated at the fire district level that identifies and establishes standard procedures and processes such as but not limited to: local dispatching procedures, initial attack, and communications. For implementing the terms of this agreement, Local Agency Administrators are responsible for the development and approval of local AOPs. Local AOPs will be developed and approved annually by May 1. *See Exhibit D for a sample AOP.*
6. **Eastern Great Basin Coordination Center (EGBCC):** The Agencies to this Agreement recognize the Eastern Great Basin Coordination Center as the Geographic Area Coordination Center (GACC) for the Eastern Great Basin Geographic Area. Agencies will coordinate wildland fire activities and resource movements with the EGBCC as agreed to and documented in the Great Basin Mobilization Guide. Parties to this agreement are not precluded from independently moving their own resources.
7. **Interagency Dispatch Centers:** The Agencies agree to maintain, support, and participate in interagency dispatch centers. The staffing, funding, and level of participation will be agreed to and documented in all Utah Dispatch Center's AOP's, developed by a the Center's Board of Directors, and appropriate mobilization guides. The Great Basin Mobilization Guide (GBMG) will be the primary document that identifies approved policy and procedures for dispatching fire resources.

It is intended that interagency dispatch center managers may be from any of the participating Agencies, and as such, have delegated Agency specific authorities from each participating Agency, except where prohibited by law or regulation, necessary to conduct the Center's operation.

8. **Multi-Agency Coordinating (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established at the appropriate level(s) to accomplish that priority setting.
9. **Interagency Resources:** Interagency funding, staffing, and utilization of fire resources will be pursued wherever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and documented in Utah's Fire District's Annual Operating Plans.
10. **Use of National Guard Resources:** The State will maintain an agreement for the utilization of National Guard Resources. All orders for Utah National Guard resources for use on wildland fires shall go through the State. For costs that are the responsibility of the Federal Agencies, the Federal Agencies will reimburse the State for the costs of assistance, following the billing procedures delineated in the Statewide AOP
11. **Department of Defense:** The Department of Defense (DoD) is not a party to this agreement. Any agreement defining suppression responsibilities on DoD lands is between individual agencies and DoD. Specific procedures and responsibilities will be documented in AOPs.

PREPAREDNESS

12. **Definition of Responsibilities:** The parties hereto shall be distinguished as follows:

Jurisdictional Agency - The agency which has overall land and resource management and/or protection responsibility for a specific geographic or functional area as provided by Federal or State law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Protecting Agency - The agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract, or agreement.

Supporting Agency - An agency providing suppression or other support and resources to the Protecting Agency.

13. **Protection Areas and Boundaries:** The jurisdictional agency is the protecting agency unless otherwise identified the Statewide or Local AOPs. When protection areas and boundaries are established they will be mapped and/or adequately described in Local AOPs.
14. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:
 - A. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement, and documented in AOPs, establish reciprocal initial response zones for lands of intermingled or adjoining protection responsibility. Within such zones a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency. Provisions for reimbursement will be identified in annual operating plans.

B. Reimbursable Assistance: Reimbursable Assistance refers to fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through preapproved, automatic dispatch systems and documented. Reimbursable costs and processes will be outlined in the Statewide AOP. Unless otherwise identified in the Statewide or Local AOPs, all fires in Utah are considered reimbursable subject to the reimbursement provisions in the Statewide AOP.

C. Exchange Zones: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in local AOPs.

When a Protecting Agency takes suppression action on lands it protects for a Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. (In this situation, the Jurisdictional Agency is considered a Supporting Agency.)

The provisions described in Clause #30, Boundary Line Fires, apply to fires that occur on or near the boundary of exchange zones.

D. Fee Basis Protection: For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in local AOPs.

15. **Joint Projects:** The State and the Federal Agencies may jointly conduct mutual interest projects, within their authority, to maintain or improve fire management capability of the agencies. Any Agency party to this agreement may procure the services of another Agency party to this agreement to implement such projects. Agreement regarding such projects will be documented in AOPs, other local agreements, Project or Financial Plans (as described in the Statewide AOP), or other appropriate written documents but shall not be in conflict with the provisions of this Agreement. Documentation will include the objectives and role of each agency and each Agency's share of costs.
16. **Fire Prevention Policies:** Whenever possible fire prevention goals, objectives, and activities will be planned at local and Statewide levels and addressed in AOPs. Specific fire prevention plans should be developed by local interagency fire management personnel. Such plans should address shared resources and costs. Agencies may pool resources and share costs of wildland fire prevention activities. Fire restrictions and closures will be coordinated and issued on a coordinated, interagency basis. Interagency guidelines for implementing restrictions and closures shall be documented in the Statewide AOP.
17. **Burning and Campfire Permits:** Burning permit procedures, where applicable, will be included in AOPs.
18. **Fuel Management:** The State and the Federal Agencies agree to cooperate in the development and implementation of fuel management programs and projects, whose primary intent is to reduce hazardous fuels.

Any party to this agreement may provide assistance to another party as requested and agreed for the purposes of performing prescribed fire or other fuel management work.

Conditions of the assistance and details related to reimbursement will be agreed to and documented in a Project and Financial Plan (as addressed in the Statewide AOP).

19. **Smoke Mangement:** Within their authorities, Agencies to this agreement agree to cooperate in smoke management programs.

OPERATIONS

20. **Protection Priorities:** The Agencies agree that protection objectives will recognize the following priorities:
 - A. Threat to human life health and safety: Once people have been committed to an incident, these human resources become the highest value to be protected.
 - B. Threat to structures or improvements, and to natural and cultural resource values, depending on agency policy and specific conditions: Setting priorities among protecting human communities and community infrastrucure, other property and improvements, and natural and cultural resources will be based on the values to be protected and the costs of protection.
21. **Closest Forces Concept:** The guiding principle for dispatch of initial and extended response suppression resources will be to use the closest available, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.
22. **Fire Notifications:** Each Agency will promptly notify the Protecting Agency of fires burning on or threatening lands for which the Protecting Agency has protection responsibility. Likewise, for each new fire start, Protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is responsible.
23. **Boundary Line Fires:** A fire burning on, or adjacent to, a protection boundary will be the initial response responsibility of the Protecting Agencies on either side of the boundary. The initial attack responders of both Agencies shall mutually agree upon fire suppression objectives, command, strategy, and the commitment of Agency suppression resources. Except as otherwise provided by Clause 20, Methods of Fire Protection, and Clause 51, Billing Procedures, when a incident occurs on multi-jurisdiitonal lands, a cost share agreement shall be prepared and approved for all actions when land ownership is determined (see Clause 43, Cost Sharing).
24. **Independent Action on Lands Protected by Another Agency:** Except as otherwise described in AOPs, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another to suppress wildland fires which threaten lands within such Agency's protection responsibility. In such instances, the party taking action will promptly notify the Protecting Agency. Actions taken will be consistent with the Jurisdictional Agency's land management and suppression policies. Agencies responding independently will absorb their own costs.
25. **Wildland Fires Resulting From Prescribed Fires and Wildland Fire Use:** Wildland fires resulting from escaped prescribed fires ignited by Agency personnel or wildland fire use fires managed for resource benefit at the direction of one or more Parties to this Agreement shall be the responsibility of the Jurisdictional Agencies. Unless otherwise

agreed, all suppression costs are the responsibility of the Jurisdictional Agencies. The Jurisdictional Agencies responsible for the fire will reimburse other parties to this Agreement consistent with the terms and conditions contained herein for costs incurred in the suppression of such fires.

If Parties to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs should the fire escape, shall be agreed upon and documented in the Prescribed Fire Burn Plan.

- 26. Appropriate Management Response:** All fire suppression action will be consistent with the Jurisdictional agency's pre-planned objectives, and land management and suppression policies for the area in which the fire occurs and the terms of this Agreement.

AOPs will document procedures and criteria for Unit Administrators of the agencies to communicate special land management considerations and restrictions to Incident Commanders.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions that may influence suppression action. The Incident Commander will incorporate these special conditions into the incident planning process, subject to the agency delegation of authority.

- 27. Wildland Fire Situation Analysis (WFSA):** Federal interagency policy requires that a WFSA be completed for all fires on Federal land which escape initial suppression action. This procedure requires Federal Agency unit administrator participation. When fires occur on State-protected Federal lands (as identified in Local AOPS) or fires involving both Federal and State jurisdictions, the responsible State and Federal administrators will prepare the WFSA.
- 28. Delegation of Authority:** AOPs will document procedures and criteria for Agency Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for incidents that escape initial suppression action.
- 29. Determination of Cause and Preservation of Evidence:** As initial attack is taken on a fire, the initial attack force will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire, regardless of jurisdiction. The Jurisdictional Agency will be immediately notified in the case of suspected human caused fires. The Protecting Agency will be responsible for investigating and documenting the cause of the fire. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency.
- 30. Fire Reports:** For incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency immediately after the fire is declared out or the report is available.
- 31. After Action Review:** To benefit from lessons learned on incidents falling under the terms of this Agreement, the Agencies may conduct after action reviews. Such critiques or reviews will be conducted jointly by all appropriate Agencies
- 32. Stafford Act Responses:** For Stafford Act responses, procedures and requirements established in the National Response Plan shall be utilized by the Parties to this Agreement to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding

limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

USE AND REIMBURSEMENT OF SHARED RESOURCES

- 33. Stafford Act Reimbursement:** The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit G.
- 34. Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Federal Agencies or the State to expend funds, or as involving the United States or the State of Utah in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.
- 35. Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to the rest and rotation policies of the respective responding agencies. Policies will be described in the Great Basin Mobilization Guide.
- 36. Cost Sharing:** Except as otherwise provided by Clauses 20 B, Reimbursable Assistance, 36, Determination of Cause and Preservation of Evidence, and 51, Billing Procedures, a cost share agreement will be prepared as soon as practical by the responsible Unit Administrators (as defined in Exhibit F, A Sample Cost Share Agreement, or their authorized representatives when there is (1) a multi-jurisdictional incident or (2) an incident that threatens or burns across direct protection boundaries of the State and Federal Agencies Unit Administrators, or their authorized representatives, may jointly review and revise Cost Share Agreements as necessary based on changes during the incident. See Exhibit F for a sample cost share agreement.

The Parties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's Direct Protection Area will be the responsibility of that Agency. Special situations related to values at risk and high suppression costs will be considered when determining each Agency's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies.

When the Cooperating Agencies determine, by mutual consent, that the fire is no longer a Boundary Fire because it has been controlled on the lands of one Cooperating Agency and is only burning on or threatening the other Cooperating Agency(ies) , costs will only be shared for the time that the incident was considered a Boundary Fire

- 37. Procurement:** The procurement laws of the Protecting Agency will apply in the procurement of resources. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged to the Protecting Agency. Delegations of procurement authority for an incident shall be made in accordance with Agency law and

policy (see Interagency Incident Business Management Handbook, NWCG Handbook 2, Chapter 20).

All property procured under a Mission Assignment during a Stafford Act Response becomes the property of FEMA.

38. **Loaned Equipment:** Equipment loaned by one party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.
39. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses required by State and Federal laws. Employees of the Parties to this Agreement may operate each other's vehicles provided the employee is qualified by the current operating guidelines and training requirements of their own agency. Driving will be for official purposes only.
40. **Training:** The Parties to this Agreement will cooperate in wildland fire and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach whenever practical.

The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training. In order to accomplish these objectives, in part, the Agencies will support and participate in Interagency Training Committees. These include the Great Basin, Utah Zone, and local Interagency Training Committees.

41. **Communication Systems:** The Parties may mutually agree to allow one another use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the Annual Operating Plans.
42. **Weather Data Processing System:** The Parties will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software. The Parties will jointly evaluate and agree to any deletions or additions to the system. The State will be permitted to use the Federal Weather Data processing system. Use of the system may be from State-owned locations. The State may access the system using Federal account numbers.
43. **Aviation Operations:** The Parties agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with applicable Federal Aviation Regulations (FAR's) and each Agency's aviation rules, policies and directives. An Aviation Operations section will be included in annual operating plans. This will document all agreement for managing aviation resources, such as ordering procedures, operating costs, operating limitations, cost sharing, air traffic control procedures, etc. This may be included as a part of the Great Basin Mobilization Guide where appropriate.

44. Billing Procedures

A. Fire Suppression Billings

1. Billing Between Federal Agencies: Federal Agencies will not bill each other for fire suppression.
2. Minimum Billing Thresholds: Because of the land ownership pattern in Utah, most wildland fires involve multiple ownerships. Therefore, it is mutually beneficial to have a system that provides rapid initial attack on all wildland fires regardless of jurisdiction. In an effort to accommodate the annual consolidated billing process and encourage fast and efficient initial attack, the Parties agree to a minimum billing threshold. The minimum billing threshold shall be based on the cost of an “average” initial attack fire statewide.

The minimum billing threshold may be adjusted annually, by mutual consent of the Parties through execution of the Statewide AOP. The latest adjustment of the Minimum Billing Threshold will automatically be incorporated into this Agreement without necessitating a formal modification as defined by the Agreement. (Clause #58 Modifications)

A Federal Agency will not bill the State, nor will the State bill a Federal Agency, for suppression costs of the Supporting Agency that are \$3,500 or less per incident. However, if the Supporting Agency's costs exceed \$3,500 for a specific incident, the Protecting Agency will reimburse the Supporting Agency for all reimbursable costs. Volunteer, county, or fire district resources responding outside their own jurisdiction or State resources responding outside the State of Utah will be reimbursed for all costs unless agreed and documented otherwise.

3. Billing Procedures, Estimates and Timeframes: Billing procedures and timeframes are outlined in the Statewide AOP.

B. Project and Financial Plans: The Parties may jointly conduct mutual interest projects within their authority. These projects may include activities such as preparedness, fire rehabilitation, fuels management, prescribed fire, fire analysis/planning, training, prevention, public affairs, wildland urban interface coordination, and other beneficial efforts. Agency Administrators are responsible for the development and approval of Project and Financial Plans. *See Exhibit E, Sample Project and Financial Plan.*

- 45. Suppression and Damage Collection:** Agencies may collect damages and suppression costs from third parties under the provisions of applicable law. As a general rule, State and Federal Agencies incurring suppression costs or damages on the same fire shall coordinate cost recovery efforts wherever possible.

GENERAL PROVISIONS

46. **Personnel Policy:** It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment.
47. **Mutual Sharing of Information:** Subject to applicable state and federal regulations including the Privacy Act, the Parties may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either party considers necessary in connection with the Agreement.
48. **Accident Investigations:** Whenever an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall take immediate steps to notify the Supporting Agency. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies. Every effort will be made to assure such teams are made up of interagency personnel/staff.
49. **Fires Caused by a Purchaser, Contractor, Operator, Permittee, Etc.:** The protecting Agency will notify the jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the jurisdictional Agency as soon as the Protecting Agency becomes aware of such a situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Clause 52, Suppression and Damage Collection.
50. **Waiver:** Except as otherwise provided by Clause 14 B, Reimbursable Assistance, the State and the Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, and agents occurring in the performance of this Agreement, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.
- The Stafford Act shall govern liability issues arising with regard to response actions under that Act.
51. **Modifications:** Modifications within the scope of this Agreement shall be made by the mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed. No Party is obligated to fund any changes not properly approved and modified in this agreement.
52. **Annual Review:** If deemed necessary, prior to May 1 representatives of the Agencies will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.
53. **Responses for Activities Other Than Wildland Fire Management:** This Agreement is limited to wildland fire management and All Hazard assignments requested under the Stafford Act in the event of a Presidential Disaster Declaration. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements.

In the event of a Presidential Disaster Declaration, the Parties may assist one another under the provisions of this Agreement if tasked to do so by the Federal Emergency Management Agency as long as requested resources are available and all other provisions of this Agreement are met.

54. **Civil Rights:** The Parties shall comply with all applicable law relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.
55. **Examination and Audit:** Federal Agencies and the State shall be subject to examination and internal audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.
56. **Previous Agreements Cancelled:** This Agreement supersedes the following Fire Management Agreement:

Cooperative Fire Management Agreement Between United States Department of Interior, Bureau of Land Management, Utah; National Park Service, Rocky Mountain Region; Bureau of Indian Affairs, Phoenix Area Office; Bureau of Indian Affairs, Navajo Area Office; U.S. Fish and Wildlife Service, Mountain and Prairie Region; USDA Forest Service, Intermountain Region; and the State of Utah Division of Forestry, Fire and State Lands., dated 2001.
57. **Officials May Not Benefit:** No member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
58. **Performance:** Any Party to the Agreement shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the State of Utah.
59. **Principal Contacts:** The principal contacts for this Agreement are listed in Exhibit C. The principal contacts will make themselves available at mutually agreeable times, for continuing consultation to discuss the terms and conditions of this Agreement.
60. **Authorized Representatives:** By signature below, all signatories to this Agreement certify that the individuals (Agency or Party Representative, Agency or Party Administrator, Unit Administrator) listed in this Agreement are authorized to act in their respective areas for matters related to this Agreement.
61. **Commencement and Duration:** This Agreement shall commence for each agency upon the signature of that agency's Agency Administrator. The agreement shall remain in effect for five (5) years from the date the last agency signs at which time it will expire, unless extended.
62. **Termination of Agreement:** Any Party shall have the right to terminate participation under this Agreement between November 1 and March 30 of the succeeding year upon 30 days written notice to all other Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Fire Management.

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE	
<i>Nora Mackay</i>	5/19/08
AGREEMENTS COORDINATOR	DATE

**STATE OF UTAH
DIVISION OF FORESTRY, FIRE, &
STATE LANDS**

**USDA FOREST SERVICE
INTERMOUNTAIN
REGION**

[Signature]
RICHARD BUEHLER
Director/State Forester

Date

[Signature]
HARV FORSGREN
Regional Forester

Date

**USDI BUREAU OF LAND
MANAGEMENT
UTAH STATE OFFICE**

**USDI BUREAU OF LAND
MANAGEMENT
ARIZONA STATE OFFICE**

SELMA SIERRA
State Director

Date

ELAINE ZIELINSKI
State Director

Date

**USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

**USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION**

ALLEN ANSPACH
Regional Director

Date

MIKE SNYDER
Regional Director

Date

**USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

**USDI BUREAU OF INDIAN AFFAIRS
SOUTH WESTERN REGIONAL OFFICE**

LINUS J. BROWN, JR.
Regional Contracting Officer

Date

LARRY MORRIN
Regional Director

Date

**U.S. FISH AND WILDLIFE SERVICE
REGION 6**

**USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGIONAL OFFICE**

STEPHEN GUERTIN
Regional Director

Date

OMAR BRADLEY
Regional Director

Date

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Fire Management.

**STATE OF UTAH
DIVISION OF FORESTRY, FIRE, &
STATE LANDS**

RICHARD BUEHLER Date
Director/State Forester

**USDI BUREAU OF LAND
MANAGEMENT
UTAH STATE OFFICE**

SELMA SIERRA Date
State Director

**USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

WALTER MILLS Date
Regional Director

**USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

LINUS J. BROWN, JR. Date
Regional Contracting Officer

**U.S. FISH AND WILDLIFE SERVICE
REGION 6**

RALPH O. MORGANWECK Date
Regional Director

**USDA FOREST SERVICE
INTERMOUNTAIN
REGION**

HARV FORSGREN Date
Regional Forester

**USDI BUREAU OF LAND
MANAGEMENT
ARIZONA STATE OFFICE**

ELAINE ZIELINSKI Date
State Director

**USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION**

MICHAEL D. SNYDER Date
Regional Director

**USDI BUREAU OF INDIAN AFFAIRS
SOUTH WESTERN REGIONAL OFFICE**

ELOUISE CHICHARELLO Date
Regional Director

**USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGIONAL OFFICE**

SIDNEY MILLS Date
Regional Director

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Fire Management.

**STATE OF UTAH
DIVISION OF FORESTRY, FIRE, &
STATE LANDS**

RICHARD BUEHLER Date
Director/State Forester

**USDA FOREST SERVICE
INTERMOUNTAIN
REGION**

HARV FORSGREN Date
Regional Forester

**USDI BUREAU OF LAND
MANAGEMENT
UTAH STATE OFFICE**

SELMA SIERRA
State Director

5/30/08

Date

**USDI BUREAU OF LAND
MANAGEMENT
ARIZONA STATE OFFICE**

ELAINE ZIELINSKI Date
State Director

**USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

**USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION**

ALLEN ANSPACH Date
Regional Director

MIKE SNYDER Date
Regional Director

**USDI BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

**USDI BUREAU OF INDIAN AFFAIRS
SOUTH WESTERN REGIONAL OFFICE**

LINUS J. BROWN, JR. Date
Regional Contracting Officer

LARRY MORRIN Date
Regional Director

**U.S. FISH AND WILDLIFE SERVICE
REGION 6**

**USDI BUREAU OF INDIAN AFFAIRS
NAVAJO REGIONAL OFFICE**

STEPHEN GUERTIN Date
Regional Director

OMAR BRADLEY Date
Regional Director

EXHIBIT A
STATUTORY AUTHORITIES

The following is a brief overview of authorities available and most likely to be used in conjunction with this Agreement.

FEDERAL AGENCIES

1. The Reciprocal Fire Act of May 27, 1955; (42 U.S.C. 1856a, Public Law 84-46). This Act authorizes Federal Agencies to enter into cooperative agreements with state and local governments for mutual aid in fire protection.
2. Economy Act of June 30, 1932; (31 U.S.C. 1535, Public Law 97-258 and 98-216). Section 601 of this Act authorizes one Federal agency to requisition work, services, supplies, materials, or equipment from another Federal Agency.
3. Granger-Thye Act of April 24, 1950; (16 U.S.C. 572). This Act conditionally authorizes the USFS to perform certain work that directly benefits the depositor.
4. Cooperative Funds Act of June 30, 1914; (16 U.S.C. 498 as amended by Public Law 104-127). This Act authorizes the USFS to accept funds as contributions toward cooperative work in forest investigations or protection, management and improvement of the National Forest System.
5. Cooperative Funds and Deposits Act of December 12, 1975; (16 U.S.C. 565a1-a3, Public Law 94-148), as amended and extended under Consolidated Appropriations Act 2008, P.L. 94-148, Division F, Title IV, Sec. 417, signed December 26, 2008. This Act authorizes the USFS to cooperate with other parties to accomplish such things as forestry protection, fire protection and fuels management.
6. Cooperative Forestry Assistance Act of 1978, as amended; (16 U.S.C. 2101-2114, Public Law 95-313). This Act authorizes the USFS to work through and in cooperation with State foresters or equivalent agencies, and other countries in implementing technical programs affecting non-Federal forest lands. Section 10 Rural Fire Prevention and Control of this Act authorizes cooperation including developing systems and methods for the prevention, control, suppression, and prescribed use of fires on non-Federal lands and to organize, train, and equip local firefighting forces.
7. Timber Protection Act of September 20, 1922; (42 Stat. 857, 16 U.S.C. 594). This Act authorizes the Secretary of Interior to protect timber owned by the U.S. Government from fire, disease, or insect diseases.
8. National Indian Forest Resources Management Act; (25 U.S.C. 3101-3120). This Act provides for forest land management activities that include activities to protect against losses from wildfire. Such activities may be undertaken pursuant to cooperative agreements.
9. National Park Service Organic Act; (16 U.S.C.1, 1f, 1g). This Act provides general authority for the National Park Service to enter into cooperative agreements and transfer appropriated funds or cost share with other cooperators.
10. Partnerships for Fish & Wildlife Purposes; (16 U.S.C. 661 et. seq.).

11. Partnership to Benefit Fish and Wildlife Purposes; (16 U.S.C. 742a et. seq.).

12. Department of the Interior and Related Agencies Appropriations Act, 1999, as included in; (Public Law 105-277, section 101(e); (112 Stat.2681). This Act allows sums received by a Bureau or Office of the Department of Interior for fire protection rendered pursuant to 42 U.S.C. 1856 et seq., Protection of the United States Property, may be credited to the appropriation from which funds were expended to provide that protection, and are available without fiscal year limitations.

13. Disaster Relief Act of May 22, 1974; (Public Law 93-288, 42 U.S.C. 5121 as amended). This Act provides the authority for the Federal government (via a presidential declaration) to respond to disasters and emergencies in order to provide assistance to save lives and protect public health, safety, and property.

14. Robert T. Stafford Disaster Relief and Emergency Assistance Act; (Public Law 93-288 as amended). In the event of a presidential disaster declaration this Act authorizes Federal Agencies to provide an orderly and continuing means of assistance to state and local governments in carrying out their responsibilities to alleviate the suffering and damage which results from such disasters.

15. The Homeland Security Act of 2002; (H.R. 5005-8): Established the Department of Homeland Security as an executive department to prevent terrorist attacks within the United States to: A) prevent terrorist attacks within the United States; (B) reduce the vulnerability of the United States to terrorism; and (C) minimize the damage, and assist in the recovery, from terrorist attacks that do occur within the United States."

16. Homeland Security Presidential Directive – 5; (HSPD-5): Enhances the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.

17. Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579; 43 USC) :

STATE

1. U.C.A. (Utah Code Annotated 1953) Title 65A: Establishes the Division of Forestry, Fire & State Lands and defines it's authority and responsibility.

EXHIBIT B

GLOSSARY OF TERMS

When the following terms are used in the context of this Agreement, or in Annual Operating Plans, such terms will have the meanings stated below. Many of these terms are defined in the Glossary of Wildland Fire Terminology, National Emergency Response Plan and/or the Interagency Incident Business Management Handbook.

Administrative Costs (Charges): Any expenses not charged directly to a program, project, or incident. They include general overhead personnel and administrative services. For the state, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

Administrative Overhead: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: Agency officials who are signatory to this agreement, as follows: Utah Division of Forestry, Fire and State Lands, State Forester; Bureau of Land Management, State Director; Forest Service, Regional Forester, Region 4; BIA Regions, Regional Directorss; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Annual Operating Plan - Local: A plan generated at a local level and authorized by the appropriate officials for implementing the Cooperative Fire Protection Agreement in their respective areas of responsibility.

Annual Operating Plan - State-wide: A plan generated at the State-wide level which addresses issues affecting state-wide cooperations. Developed and approved by the Utah Zone Interagency Fire Management Committee and distributed to Agency Administrators prior to March 15 each year.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes

Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Assistance by Hire: Assistance by Hire refers to those fire suppression resources that are to be paid for by the Protecting Agency (Also see Reimbursable Assistance)

Boundary Line Fire: Includes (i) a fire burning jointly on lands of both parties and the boundary line is known, (ii) where the fire location is known, but the jurisdictional boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in category (i) above.

Catastrophic Incident: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Closest Forces Concept: The use of the closest available appropriate resources, regardless of agency, for initial or extended response.

Coooperators: For the purposes of this agreement all agencies party to this agreement are cooperators.

Cost Share Agreement: A document prepared between a Federal and State agency to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across boundaries of direct protection areas of the State and the Federal agencies.

Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches, that support critical infrastructure.

Direct Costs: All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident.

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by the State or by a Federal agency. This may include land protected under exchange or payment for protection.

Disaster: See **Major Disaster**.

Emergency: As defined by the Stafford Act, an emergency is “any occasion or instance for

which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

Emergency Support Function (ESF): A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.

ESF Primary Agency: A Federal Agency designated as an Emergency Support Function primary agency serves as a Federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission

Equivalent: Equivalent wildland fire protection is that which may be reasonably compared, using mutually agreed-to measures such as staffing, organization, performance, and available resources, with consideration for values at risk.

Escaped Fire: A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.

Federal: Of or pertaining to the Federal Government of the United States of America.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

Fire Management Activities and/or Services: Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, wildfire use, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Geographic Area Coordination Center (GACC): The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Incident Command System (ICS): A standardized onscene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

Incident Mitigation: Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Incident of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Indirect Cost: A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure

include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Attack/Response Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

Initial Response: Resources initially committed to an incident.

Interagency: Involvement of two or more agencies to this Agreement.

Jurisdictional Agency: The Agency which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The vehicle used by DHS/EPR/FEMA to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Move-Up and Cover: System of redistributing remaining personnel and equipment following dispatch of other forces among a network of fire stations or cooperators to provide adequate response within a direct protection area in the event of additional calls for emergency assistance.

Multijurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual Aid: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and documented in Annual Operating Plans.

Mutual Aid Agreement. Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Offset: Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

Operating Plan – Geographic Area: A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

Operating Plan - Statewide: A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

Operating Plan – Local Sub-geographic Area: A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Party: Entities that are signatory to this Agreement.

Preparedness: Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

Prescribed Fire: The planned and/or permitted use of fire to accomplish specific land management objectives.

Presuppression: Activities in advance of fire occurrence to ensure effective suppression action. Includes training, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other agencies.

Prevention: Activities directed at reducing the number of person-caused fires, and losses from fires including public education, law enforcement, engineering, dissemination of information, and the reduction of hazards.

Private Sector: Organizations and entities that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Protection: The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

Protecting Agency: The Agency responsible for providing direct wildland fire protection to a given area pursuant to this Agreement.

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression actions.

Protection Area Maps: Official maps which identify areas of direct fire protection responsibility for each Agency.

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the annual operating plans.

Protection Area Maps: Official maps of the annual operating plans.

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and

treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable Assistance: All costs associated with operations and support of an incident that will be paid for by the Protecting Agency per the conditions of this Agreement. (Also see Assistance By Hire.)

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Supporting Agency: An Agency providing suppression or other support and resources to the Protecting Agency.

Suppression: All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Transportation Management: Transportation prioritizing, ordering, sourcing, and acquisition; timephasing plans; fleet management; and movement coordination and tracking.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service; Field Office Manager for the Bureau of Land Management; Area Manager for the State Division of Forestry, Fire and State Lands; Agency Superintendent for the Bureau of Indian Affairs; Park Superintendent for the National Park Service; and Refuge Manager (Project Leader) for Fish and Wildlife Service.

United States: The term “United States,” when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Volunteer: Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

Wildfire: An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

Wildland Fire Use: The application of the appropriate management response to naturally ignited wildland fires to accomplish specific resource management objectives in predefined designated areas outlined in Fire Management Plans.

Wildland Fire: Any non-structure fire, that occurs in the wildland. Three distinct types of wildland fire have been defined and include **wildfire**, **wildland fire use** and **prescribed fire**.

Wildland Fire Mangement Activities: Those activities conducted by the Agencies party to this agreement to prevent, suppress or use wildland fire to accomplish resource management objectives. Activities may include but are not limited to: planning, preparation, fuels management, fire suppression, rehabilitation.

EXHIBIT C
PRINCIPAL CONTACTS

The project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

Bureau of Land Management
Sheldon Wimmer
Utah State Office
Fire Management Officer
440 West 200 South, Suite 500
Salt Lake City, Utah 84101-1345

Phone: 801 539 4091

FAX: 801 539 4198

E-Mail: sheldon_wimmer@blm.gov

National Park Service

Phone:

FAX:

E-Mail:

Bureau of Indian Affairs Western Region

Phone:

FAX:

E-Mail:

Forest Service

Phone:

FAX:

E-Mail:

Bureau of Indian Affairs Navajo Region

Phone:

FAX:

E-Mail:

U.S. Fish and Wildlife Service

Phone:

FAX:

E-Mail:

Bureau of Indian Affairs Southwest Region

Phone:

FAX:

E-Mail:

Utah Division of Forestry, Fire & State Lands

Tracy Dunford

Fire Mangement officer

1594 West North Temple, Suite 3520

Salt Lake City, Utah 84114-5703

Phone: 801 538 5502

FAX: 801 533 4111

E-Mail: tracydunford@utah.gov

EXHIBIT D

OPERATING PLAN OUTLINE GUIDE

Operating Plans will be working documents developed annually at appropriate levels and compiled by the Utah Zone Interagency Fire Management Committee for the purpose of implementing the Cooperative Fire Protection Agreement. Operating Plans shall become a part of the Cooperative Fire Protection Agreement (see Clause #13 of the Agreement and definitions in the Glossary). Local Operating Plans are those generated to cover actions less than State-wide in nature. The State-wide Operating Plan covers specific actions and relationships that are best coordinated on a State level for continuity across the state.

Plans must address items called for in the Agreement and document agreement between parties pertinent to working relationships, exchange of funds, etc. for the current year. The following outline provides a checklist of items deserving consideration in developing operating plans. Plans should include these items, where applicable, and follow this format:

1. Identification of the State Area(s), Federal Agency, or Tribal lands involved
2. Authority for plan - quote Cooperative Fire Management Agreement between State and Federal Agencies
3. Purpose of plan - narrative
4. Definitions and description of:
 - A. Fire Protection Responsibilities
 - B. Direct Protection Areas
 - C. Protection Boundary
 - D. Mutual Aid Dispatch Areas by Dispatch Levels
 - E. Mutual Aid Move-up and Cover Facilities
 - F. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, or other areas identified in land management planning documents or otherwise requiring special procedures)
 - G. Responsibility for Non-Wildland Fire Emergencies
 - H. Repair of Suppression Damage
5. Fire Management Organization including prevention, detection, ground and air attack units, supervisory personnel, draw-down levels, and other cooperating agencies.
 - A. List of resources by kind & and ICS type

- B. Location
- C. Anticipated activation/ Period
- D. Staffing Level

6. Protection Area Summaries

- A. Jurisdictional Agency, Protection Unit, County, etc.
- B. Map and/or legal description, dated to meet current need
- C. Fire Protection facilities by Agency and location (if local Agency, so indicate)
- D. Mutual Aid Dispatch Areas
- E. Special Management Consideration Areas

7. Operational Procedures

- A. Fire Notification
- B. Establishment and Revision of Mutual Aid Dispatch Areas
- C. Determination of Initial Attack Dispatch Levels
- D. Boundary fires including Unified Command and Cost Sharing
- E. Assistance by Hire and Resource Order Process
- F. Aviation
- G. Handcrews and Dozers
- H. Interagency Sharing of Communications Systems and Frequencies
- I. Move-up and Cover
- J. Interagency procurement, loaning, sharing, or exchanging of facilities, equipment, and support services
- K. Wildland Fire Situation Analysis
- L. Post-incident Critiques and Closeouts
- M. Joint Mobilization Centers or other incident support facilities

N. Agreed-to billing amounts (rates) for above resources and billing information for presuppression activities

8. Fire Prevention

A. General Cooperative Activities

B. Information and Education

1. Red Flag Procedures

2. Joint Press Releases

3. Smokey Bear Program

4. Local Educational Programs

5. Fire Prevention Signs

6. Shared funding of prevention activities

C. Restrictions and Closures

D. Engineering

1. Fire Safe Planning (wildland-urban interface)

2. Railroads and Utilities

E. Enforcement

1. Burning and Campfire Permits

2. Restrictions and Closures

3. Fire Investigations

9. Fire Planning

A. Presuppression/preparedness analysis plans

B. Prevention plans

C. Prescribed fire plans

10. Hazardous Fuel Management and Prescribed Fire [*Considerations*]

11. General Procedures. How to handle:

- A. Periodic Reviews
- B. Updating of Plans
- C. Public Information
- D. Severity Funding

12. Administrative Listings:

- A. Bureau of Land Management
- B. Utah Division of Forestry, Fire and State Lands
- C. Forest Service
- D. Bureau of Indian Affairs
- E. National Park Service
- F. Fish and Wildlife Service

EXHIBIT E

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

II. SCOPE AND DURATION

The description of this project is to _____. It is anticipated that this project will begin _____ and will end _____.

III. PRINCIPAL CONTACTS

Principal contacts for each Agency for the administration of the project are:

Name
Address
Telephone
FAX

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

VII. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

Unit Administrator

Date

Agency

Unit Administrator

Date

Agency

EXHIBIT F **COST SHARE AGREEMENT**

Incident Name			Incident Number(s)	
Start Date & Time				
Cause				
Incident Command Structure	Single Agency		Jurisdictions	
	Unified Command			
	I.C.s			

This Cost Share Agreement between _____ and with _____
the cooperation of _____ was prepared under the authorities of:
The Cooperative Fire Protection Agreement between the U.S.D.I Bureau of Land Management (Utah State Office), National Park Service (Intermountain Region), Bureau of Indian Affairs (Phoenix, Albuquerque & Navajo Area Offices), U.S. Fish & Wildlife Service (Mountain & Prairie Regions), U.S.D.A. Forest Service (Intermountain Region) and The Utah Division of Forestry, Fire & State Lands.

It is hereby agreed that the cost basis on this Incident will be shared as follows:

Rationale used in developing this cost agreement:

The following section is optional, but may be used if costs are calculated on a percentage basis:

Agency	Direct Cost	Air/Retardant Cost

This agreement and the apportionment contained are our best judgements of agency cost responsibilities.

Signature		Signature	
Agency		Agency	
Date		Date	
Phone #		Phone #	
Signature		Signature	
Agency		Agency	
Date		Date	
Phone #		Phone #	

ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Utah has been delegated to the respective unit administrators in the Cooperative Fire Management Agreement. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory (see Clause #36 of the Cooperative Fire Management Agreement).

Unit Administrator is defined as the individual assigned administrative responsibilities for an organizational unit, such as a Forest Supervisor or District Rangers (USFS), Field Manager (BLM), Area Manager or Area Forester (UFF&SL), Regional Director (FWLS), Park Superintendent (NPS), and Agency Superintendent (BIA). These individuals may delegate this responsibility to a representative.

General Guidelines:

1. Agency Specific Costs are normally not shared.
2. Responsibilities for claims are considered to be outside the scope of the cost share agreement.
3. Rehabilitation costs other than the fireline are the responsibility of the jurisdictional agency.
4. All cost share negotiations should include consideration to each agency's values at risk and policies.

Method 1: Costs can be shared proportionately based on acres burned.

Method 2: Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies' proportionate share thereof. If this method is used, daily cost shares should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon how directly fireline resources are assigned on the incident. Aircraft and retardant should be on an actual use basis where such use can be identified. Indirect costs and direct costs that are difficult to separate are then shared proportionally to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Definitions:

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but are normally calculated as a separate cost share rate.

Indirect Costs: All other costs ordered by or for the incident but not defined as a direct cost. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching airbase operations, transportation from home base to camp and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.

EXHIBIT G

USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT RESPONSE ACTIONS

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment. Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment- requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal personnel.

- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

5. Procurement: The State receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

A. Incident Billings:

- 1. When the State is the supporting agency and the incident is **within** Utah, the State will bill the jurisdictional Federal Agency. When the State is the supporting agency and the incident is **outside** Utah's *jurisdiction*, the State submits its billing to the Primary Federal Agency.
- 2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- 3. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for

reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by *(to be determined by individual State/Tribe fiscal year)*. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. **Billing Content:** Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State incident assistance may include administrative overhead, not to exceed the predetermined State indirect cost rate negotiated annually with the cognizant Federal Agency for the State (OMB Circular A-87).

8. Billing Addresses:

All bills for services provided to the State will be mailed to the following address for payment:

Division of Forestry, Fire & State
Lands
1594 West North Temple, Suite 3520
Salt Lake City, Utah 84114-5703

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

All bills for services provided to the Department of the Interior/BLM will be mailed to:

All bills for services provided to the Department of the Interior/NPS will be mailed to:

All bills for services provided to the Department of the Interior/BIA will be mailed to:

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

9. **Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.